

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="checkbox"/> Correction of PTO Error Reel #                      Frame # <input type="checkbox"/> Corrective Document Reel #                      Frame #	<b>Conveyance Type</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date: <input type="checkbox"/> Other:
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<b>Conveying Party</b>	<b>Execution Date</b>
Name Gate Keeper Financial Inc.	3/31/03
Formerly	
<input type="checkbox"/> Individual <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Other <input checked="" type="checkbox"/> Citizenship/State of Incorporation/Organization Colorado <input type="checkbox"/> Mark if Additional Names of Conveying Parties Attached	

<b>Receiving Party</b>			
Name	United Guaranty Corporation		
DBA/AKATA			
Address	230 North Elm Street		
Address			
Address	<u>Greensboro</u>	<u>North Carolina</u>	<u>27401</u>
	City	State/Country	Zip Code
<input type="checkbox"/> Individual <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Other <input checked="" type="checkbox"/> Citizenship/State of Incorporation/Organization North Carolina <input type="checkbox"/> Domestic Representative Designation Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Mark if Additional Names of Receiving Parties Attached			

<b>Correspondent Name and Address</b>	
Claudia W. Stangle Leydig, Voit & Mayer, Ltd. Two Prudential Plaza, Suite 4900 Chicago, Illinois 60601-6780	Telephone: (312) 616-6600 Facsimile: (312) 616-5700 Attorney Docket No. 223325

**Pages** Enter the total number of pages of the attached conveyance document including any attachments: **5**

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached  
 Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)	Registration Number(s)
	2332614

**Number of Properties** Enter the total number of properties involved: **1**

<b>Fee Amount</b>	Fee Amount for Properties Listed (37 CFR 3.41):
Method of Payment:	
<input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Deposit Account No. 12-1216 Authorization to Charge Additional Fees: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

**Statement and Signature**  
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Claudia W. Stangle		June 20, 2003
Name of Person Signing	Signature	Date

CH \$40.00 12/12/16 2332614

**TRADEMARK ASSIGNMENT AGREEMENT**

On the date shown below, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **GATE KEEPER FINANCIAL, INC.** ("Assignor"), a corporation created and existing under the laws of the State of Colorado, and having a former place of business at 2230 E. Wynterbrook Drive, Suite 2200, Highlands Ranch, CO 80126 and a current place of business at 2518 Nimbus Drive, Estes Park, CO 80517, makes the following assignment and promises to **UNITED GUARANTY CORPORATION** ("Assignee"), a corporation created and existing under the laws of the State of North Carolina, and having a place of business at 230 N. Elm Street, Greensboro, NC 27401:

1. Assignor assigns, transfers and conveys to Assignee the entire right, title and interest in and to Assignor's trademarks as set forth below (the "Marks"), which are now registered in the United States Patent and Trademark Office, and which Assignor has adopted, used, is using and owns, together with the goodwill of the business symbolized by such marks and registrations and the right to sue for past infringement thereof:

<b><u>TRADEMARK</u></b>	<b><u>FEDERAL REGISTRATION NO.</u></b>	<b><u>DATE OF REGISTRATION</u></b>
TUITIONGARD	2332614	March 21, 2000

2. Assignor further assigns, transfers and conveys to Assignee the entire right, title and interest in and to:

- (a) All applications for trademarks, or similar legal protection, which may be filed in the United States with respect to the Marks listed above, together with the goodwill of the business symbolized by such marks and registrations.
- (b) All extensions, renewals, reissues, divisions and continuations (or their legal equivalents) of any of the applications for trademarks, or similar legal protection, referred to above.

3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States on application, to issue to Assignee all trademarks or similar legal protection for all of the Marks and Applications listed above, and all variations thereof.

4. Assignor hereby covenants and warrants that, as of the date of this Assignment Agreement, Assignor is the true and lawful owner of the entire right, title and interest in and to all of the above-referenced Marks; and Assignor has the full right and power to convey the same; that the same are free and clear of all liens, charges and encumbrances whatsoever; that no actual or threatened litigation or inquiries exist concerning the validity of any of the Marks; that Assignor has not otherwise assigned or granted any licenses to the rights assigned herewith; and that Assignor has not executed, and will not execute, any agreement in conflict with this Assignment Agreement.

5. Assignor hereby agrees that, upon request of Assignee, Assignor will:

- (a) Execute any and all divisional and renewal applications for the Marks assigned hereby;
- (b) Execute any application for reissue or extension of any Marks that may be granted upon the Marks assigned hereby;
- (c) Cooperate to the best of Assignor's ability in connection with any proceeding relating to the Marks assigned hereby;
- (d) Perform any and all affirmative acts to obtain Marks and vest all rights in such Marks in Assignee; and
- (e) Perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.

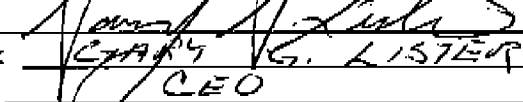
6. This Assignment Agreement is binding upon, shall inure to the benefit of, and shall be performed by, the parties named, their heirs, administrators, legal representatives, successors and assigns.

7. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Assignment against the issued Marks and Applications listed above.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed day and year below written.

Assignor: **GATE KEEPER FINANCIAL INC.**,  
a Colorado corporation,

Date: 3/31/03

By:   
Name: GARY G. LISTER  
Title: CEO

Assignee: **UNITED GUARANTY CORPORATION**,  
a North Carolina corporation,

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

5. Assignor hereby agrees that, upon request of Assignee, Assignor will:

- (a) Execute any and all divisional and renewal applications for the Marks assigned hereby;
- (b) Execute any application for reissue or extension of any Marks that may be granted upon the Marks assigned hereby;
- (c) Cooperate to the best of Assignor's ability in connection with any proceeding relating to the Marks assigned hereby;
- (d) Perform any and all affirmative acts to obtain Marks and vest all rights in such Marks in Assignee; and
- (e) Perform such additional acts as Assignee may deem necessary or expedient in connection with any of the matters stated above.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed day and year below written.

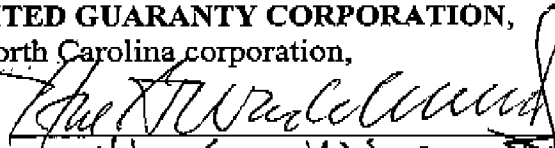
Assignor: **GATE KEEPER FINANCIAL INC.,**  
a Colorado corporation,

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignee: **UNITED GUARANTY CORPORATION,**  
a North Carolina corporation,

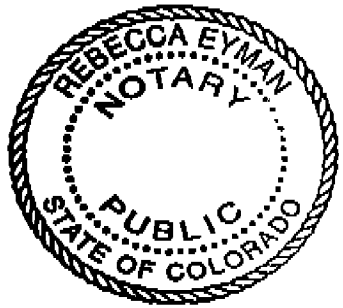
Date: March 31, 2003

By:   
Name: MARK G. WADDELL, II  
Title: Executive Vice President

State of Colorado )  
County of Larimer ) ss.  
 )

On this 31 day of March, 2003, before me, a Notary Public in and for the State and County aforesaid, came Gary G. Lister, who being duly sworn, did depose and say that he is the President of **GATE KEEPER FINANCIAL, INC.**, the corporation described in the foregoing instrument and that he executed said instrument on behalf of said corporation with full authority to do so.

Rebecca Eymann  
Notary Public



My Commission Expires:

My Commission Expires 11/16/2006

State of New York )  
County of New York ) ss.  
)

On this 31<sup>st</sup> day of March, 2003, before me, a Notary Public in and for the State and County aforesaid, came And G. Waddell III, who being duly sworn, did depose and say that he is the President of **GATE KEEPER FINANCIAL, INC.**, the corporation described in the foregoing instrument and that he executed said instrument on behalf of said corporation with full authority to do so.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 2/23/06

LESLYE DENNER  
Notary Public, State of New York  
No. 01065003039  
Qualified In Queens County  
Certificate Filed In New York County  
Commission Expires Feb. 23, 20 06